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Issued: December 13, 2000

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Issued by J. Joseph Hale, Jr., President

**Tariff**  
**Sheet No.**

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## **SERVICE REGULATIONS**

### **SECTION I - THE CERTIFIED SUPPLIER TARIFF**

#### **1.1. Filing And Posting**

A copy of the Certified Supplier Tariff, which contains these Service Regulations and the associated Tariff Rate Schedules under which the Company will provide Certified Supplier Services to Certified Suppliers, is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours.

#### **1.2. Revisions**

The Certified Supplier Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Commission Regulations, and such changes, when effective, shall supersede the present Certified Supplier Tariff.

#### **1.3. Application**

The Certified Supplier Tariff provisions apply to all Certified Suppliers providing Competitive Retail Electric Service to End-use Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Retail Electric Service, and with whom the Company has executed a Certified Supplier Service Agreement. In addition, the Charges in the attached rate schedules shall apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of any Competitive Retail Electric Service.

#### **1.4. Service Regulations**

These Service Regulations, filed as part of the Certified Supplier Tariff, are part of every Certified Supplier Service Agreement entered into by the Company pursuant to the Certified Supplier Tariff and govern all Certified Supplier Services, unless specifically modified by a Tariff Rate Schedule. The obligations imposed on Certified Suppliers in these Service Regulations apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of any Competitive Retail Electric Service.

#### **1.5. Statement by Agents**

No Company representative has authority to modify a Certified Supplier Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

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**SECTION II**  
**SCOPE AND PURPOSE OF TARIFF**

2.1.     Applicability of Terms to Certified Suppliers

The Certified Supplier Tariff sets forth the basic requirements for interactions and coordination between the Company as the LDC and the Certified Supplier necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their End-use Customers commencing on or after January 1, 2001.

2.2.     Joint Undertakings

Except as expressly provided in the Certified Supplier Tariff, the covenants, obligations and liabilities of the Company, Certified Supplier and TSA are intended to be several and not joint or collective and nothing contained in this Certified Supplier Tariff shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation or liability, on or with regard to the other parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Certified Supplier Tariff. No Party shall be under the control of or shall be deemed to control the other Parties. No Parties shall be the agent of or have a right or power to bind the other Parties without such other Parties' expressed written consent.

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**SECTION III**  
**RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS**

**3.1. End-use Customer to Company**

The End-use Customer purchases delivery services from the Company under P.U.C.O. Electric No. 19 or other applicable tariffs of the Company.

**3.2. Certified Supplier to End-use Customer**

Certified Suppliers sell electric energy to the End-use Customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sale of electric power and energy to the End-use Customer taking service from a Certified Supplier and shall not be bound by any term, condition, or provision of agreement for such sale.

By purchasing electric energy from a Certified Supplier, an End-use Customer authorizes the Certified Supplier to arrange for transmission services and appropriate Ancillary Services with the Cinergy Control Area or an alternate third party provider to be used in the transmission and distribution of electric power and energy to the End-use Customer. In arranging for such transmission services and Ancillary Services, the Certified Supplier will act as a Transmission Customer, if eligible, and otherwise will retain a TSA, under the applicable tariffs on file with the FERC in connection with such transactions.

**3.3. Certified Supplier to the Company**

Certified Suppliers and their designated TSAs are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, acts or omissions.

**3.4. Certified Supplier or its Designated TSA to Cinergy Services**

Cinergy Services shall bill the entity acting as the TSA for transmission services and the appropriate Ancillary Services, and the TSA shall agree to pay such amounts in accordance with the terms of the OATT.

**SECTION IV  
COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS)**

**4.1. Availability of Certified Supplier Services**

The Company or its agent shall make available, at a tariffed rate, Certified Supplier Services, as defined in the attached rate schedules. In the event of a transmission constraint, the Certified Supplier or its designated TSA shall be responsible for making necessary arrangements for the delivery of electrical energy into the Cinergy Control Area.

**4.2. Timeliness and Due Diligence**

Certified Suppliers shall exercise due diligence in meeting their obligations and deadlines under the Certified Supplier Tariff so as to facilitate the Customer Choice Program.

**4.3. Duty of Cooperation**

The Company and each Certified Supplier or its designated TSA will cooperate in order to ensure delivery of Competitive Retail Electric Service to End-use Customers as provided for by the Certified Supplier Tariff, Retail Tariff Rate Schedules, the OATT, the Ohio Revised Code, and orders of the Commission.

**4.4. State Licensing**

A Certified Supplier must have and maintain certification from the Commission as an authorized Certified Supplier in order to be eligible to participate in the Company's Customer Choice Program.

**4.5. Registration and Participation Requirements**

Each Certified Supplier desiring to register in the Company's Customer Choice Program must meet the registration and participation requirements described in Section V of these Service Regulations.

**4.6. Energy Procurement**

A Certified Supplier or its designated TSA shall make all necessary arrangements for obtaining Competitive Retail Electric Service in a quantity sufficient to serve its End-use Customers.

**4.7. Certified Supplier Wholesale Power Responsibilities**

A Certified Supplier or its designated TSA is responsible for procuring those Ancillary and Interconnected Operations Services that are necessary for the delivery of Competitive Retail Electric Service to its End-use Customers.

**4.8. Multiple Certified Suppliers**

Only one Certified Supplier shall provide Competitive Retail Electric Service to a specific End-use Customer's account during any given Billing Cycle.

**SECTION IV**  
**COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS) (Contd.)**

**4.9. Partial Competitive Retail Electric Service**

An End-use Customer is not permitted to have partial Competitive Retail Electric Service. The Certified Supplier shall be responsible for providing the total energy consumed by the End-use Customer's account during any given Billing Cycle.

**4.10. Retail Energy Imbalance**

At the time Energy Imbalance occurs, the Cinergy Control Area will not have real-time data available for each End-use Customer's consumption. However, metering on the Cinergy Control Area Transmission System will allow such imbalances to be detected, and the Cinergy Control Area will react accordingly. Specifically, if consumption is greater than the scheduled amount, Cinergy Control Area will automatically supply its own power to make up for the deficiency. If consumption is less than the scheduled amount, Cinergy Control Area will automatically back down its own generation by the amount of oversupply. Energy Imbalance will be settled according to the provisions set forth in the OATT.

Energy Imbalance will be charged according to the OATT Schedule 4R Retail Energy Imbalance. Such Charges shall be billed directly to the Certified Supplier or its designated TSA, whichever entity is the Transmission Customer. Any default or dispute concerning Energy Imbalance will be settled in accordance with the OATT.

Calendar month hourly Energy Imbalances will be supplied to the entity acting as TSA within sixty (60) days after the end of a calendar month.

**4.11. Real Power Transmission Losses**

A Certified Supplier or its designated TSA must arrange for real power losses on the Cinergy Bulk and the Company's Common transmission systems, as set forth in the OATT and associated business practices.

**4.12. Distribution Losses**

In addition to supplying the energy to serve End-use Customer load, a Certified Supplier or its designated TSA will be responsible for scheduling and supplying the associated Distribution Losses.

**4.13. Back-up Generation**

If notice is received that the Certified Supplier/TSA relationship is terminated, the Company shall be the back-up supplier of energy. The Certified Supplier shall either designate another TSA or assume the TSA function itself (if eligible) within five (5) business days of the termination of the Certified Supplier/TSA relationship. The new entity acting as the TSA shall begin scheduling power within ten (10) business days after designation by the Certified Supplier. The Certified Supplier may be on Back-up Generation service for a total of fifteen (15) business days. The Certified Supplier agrees to pay the Company such Charges defined in the Certified Supplier Back-up Generation Charges, until the new TSA's services are active. The Certified Supplier's failure to comply with these requirements shall render it in default as described in Section XX of the Certified Supplier Tariff.

**SECTION IV**  
**COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS) (Contd.)**

**4.14. Scheduling**

A Certified Supplier or its designated TSA must make all necessary arrangements for scheduling the delivery of energy, including, but not limited to, providing for real power transmission and Distribution Losses, into the Company's service territory pursuant to the OATT.

**4.15. Consolidated Scheduling**

Schedules may be combined if submitted to a single dispatch center using a single class of transmission service (e.g. network service) and the transmission service, for all loads scheduled, provides for the same method of calculating Energy Imbalance settlements. Such consolidated scheduling, shall, for example, permit the combined scheduling of retail loads across affiliated utilities in a single state that use a single dispatch center and for combined scheduling for retail and wholesale loads under the above stated circumstances.

**4.16. Reliability Requirements**

A Certified Supplier or its designated TSA shall satisfy all reliability requirements issued by the Commission, ECAR, NERC, or any successor organizations or any other governing reliability councils with authority over the Certified Supplier or its designated TSA. Any penalties or sanctions issued by such organizations' governing reliability councils to the Cinergy Control Area will be apportioned by the Cinergy Control Area Operator, in its sole discretion, to any Certified Supplier or its designated TSA whose actions contributed to the violation. A Certified Supplier or its designated TSA shall abide by the decisions and actions of the Cinergy Control Area Operator in regards to standard operating policies established by ECAR, including the ECAR reserve sharing program, and apportionment of penalties or sanctions.

**4.17. Supply of Data**

A Certified Supplier, TSA, and the Company shall supply to each other all data, materials or other information specified in this Certified Supplier Tariff, or otherwise reasonably required by the Certified Supplier, TSA or Company in connection with the provision of Certified Supplier Services, in a thorough and timely manner and according to the inspection procedures and within the time period reasonably designed to protect the confidentiality of the information requested to be reviewed.

**4.18. Communication Requirements**

A Certified Supplier or its designated TSA must be equipped with the communications capabilities necessary for a TSA to conduct business as a transmission customer. A TSA must have installed communication capabilities that enable it to reserve and confirm transmission and ancillary services on the transmission provider's OASIS and submit NERC electronic tags for each transaction. As industry standards for communication capabilities change, the TSA must make the necessary changes to continue to conduct business as a transmission customer.

**4.19. Record Retention**

A Certified Supplier, its designated TSA and the Company shall comply with all applicable laws, Commission and FERC rules and regulations for record retention. In addition, a Certified Supplier and its designated TSA shall comply with the record retention requirements set forth in these Service Regulations.



**SECTION IV**  
**COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS) (Contd.)**

4.20. Payment Obligation

The Company shall not be required to provide Certified Supplier Services to a Certified Supplier unless the Certified Supplier is current in its payment of all Charges owed under this Certified Supplier Tariff.

4.21. Certified Supplier Marketing and Solicitation

Each Certified Supplier participating in the Company's Customer Choice Program shall follow the Commission rules for Competitive Retail Electric Service providers.

4.22. Company Standards of Conduct with Respect to Marketing Affiliates

The Company shall follow the Commission established Standards of Conduct with respect to marketing affiliates.

4.23. Emergency Operation

If the Cinergy Control Area Operator determines that an emergency exists, the Certified Supplier or its designated TSA shall comply with the Cinergy Control Area Operator's directives.

**SECTION V**  
**CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS**

**5.1. Registration Requirements**

Each Certified Supplier desiring to register in the Company's Customer Choice Program must meet the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company.
- b) Meet the Company's credit requirements as described in Section VI - Credit Requirements.
- c) Attend the Company sponsored Certified Supplier Training Program.
- d) Submit a completed Certified Supplier Registration & Credit Application to the Company.
- e) Demonstrate that the proper electronic communications capabilities are operational.
- f) Execute the Company's EDI Trading Partner Agreement.
- g) Execute the Company's Certified Supplier Service Agreement.
- h) Pay the Certified Supplier enrollment fee, as set forth in the attached rate schedule.

**5.2. Registration Process**

The Company shall approve or disapprove the supplier's registration within thirty (30) calendar days of receipt of complete registration information from the supplier. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the supplier and the Company.

The approval process shall include, but is not limited to: successful completion of the credit requirements and receipt of the required collateral, if any, by the Company; executed EDI Trading Partner Agreement and Certified Supplier Service Agreement, payment and receipt of the supplier registration fee and completion of EDI testing for applicable transaction set necessary to commence service.

The Company will notify the supplier of incomplete registration information within ten (10) calendar days of receipt. The notice shall include a description of the missing or incomplete information.

**5.3. Registration Notification**

Upon meeting the Company's registration and participation requirements and posting any necessary credit enhancement, the Certified Supplier will be eligible to participate in the Company's Customer Choice Program. The Certified Supplier will be promptly notified of its registration, and the Certified Supplier's name will be posted on the Company's web page of eligible participants.

**SECTION V**  
**CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS (Contd.)**

5.4. Changes in Registration Information

The enrolled Certified Supplier will notify the Company, in writing, on an on-going basis, of any change to the information it was required to provide to the Company or Commission during the registration process. If the Company receives information from any source that suggests the Certified Supplier's registration information has changed, the Company may require the Certified Supplier to supply current information regarding the Certified Supplier's eligibility for registration. The Certified Supplier is required to respond to such requests in writing within five (5) business days.

5.5. Transmission and Ancillary Services

The Certified Supplier is also responsible for obtaining transmission and Ancillary Services associated with the transmission and distribution of electrical energy, including transmission and Distribution Losses, to its End-use Customers. The Certified Supplier may contract with a TSA to obtain these services. If a Certified Supplier acts as its own TSA or contracts with a different entity to act as TSA for these services, the Certified Supplier shall notify the Company in the form of the designation described in Section 16.2 herein.

## SECTION VI CREDIT REQUIREMENTS

### 6.1. Credit Application

All suppliers must complete and sign the Company's Certified Supplier Registration Form & Credit Application to be considered for participation in the Company's Customer Choice Program.

### 6.2. Determination of Credit Worthiness

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine a supplier's creditworthiness. These standards will take into consideration the scope of operations of each supplier and the level of risk to the Company. This determination will be aided by the appropriate data concerning the supplier, including load data or reasonable estimated thereof, where applicable.

A supplier shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two of the following four rating agencies:

Agency	Senior Securities Rating (Bonds)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

The supplier will provide the Company with its or its parent's most recent independently-audited financial statements, (if applicable) and, it or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a supplier that is unable to meet the aforementioned criteria and with those suppliers whose credit requirements exceed their allowed unsecured credit limit. The supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter of Credit; a cash deposit; a Surety Bond, including the company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit agreements may be provided by a party other than the supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Cash Deposit, or Surety Bond is provided by a party other than the supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that supplier, including recognition of that supplier's performance.

The Company will calculate the amount of the supplier's collateral requirement by multiplying ninety (90) days of the Company's estimate of the summer usage of the supplier's End-use Customers by a price set at the highest monthly average megawatt hour price for the Company's off-system purchased power from the prior summer less the average shopping credit that the Company will receive due to the defaulting supplier's End-use Customers returning to the Company's Standard Offer Rate. A supplier may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

**SECTION VI**  
**CREDIT REQUIREMENTS (Contd.)**

**6.3. Interest on Cash Deposits**

The Company will allow simple interest on cash deposits calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually. In cases of discontinuance or termination of services, cash deposits will be returned with accrued interest upon payment of all Charges, guarantees and with deduction of unpaid accounts.

**6.4. On-going Credit Evaluation**

The Company reserves the right to review each Certified Supplier's credit worthiness at any time. The Certified Supplier must provide current financial and credit information. In addition, the Certified Supplier may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in exposures nearing or exceeding the prescribed credit limits or collateral originally in place. It is also noted that additional collateral may be required due to a degradation of credit rating or repayment ability of a Certified Supplier. Any subsequent review or re-evaluation of a Certified Supplier's credit worthiness may result in the Certified Supplier being required to post collateral not previously requested. The new, additional or change in collateral requirement will be necessary to enhance, restore or maintain the Company's credit protection. In the alternative, the Company may limit a Certified Supplier's level of participation or remove the Certified Supplier from further participation in the Company's Customer Choice Program.

**6.5. Financial Obligation – Dispute Resolution**

If the Certified Supplier disputes the calculation of the amount due as calculated by the Company, the Certified Supplier shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the Certified Supplier, the Certified Supplier shall comply with the Company's request for payment. The supplier may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus interest calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually to the Certified Supplier by the close of business on the business day following receipt of the Commission's or Staff's determination.

## **SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS**

### **7.1. Certified Supplier Authorization**

In order to be authorized to enroll End-use Customers in the Company's Customer Choice Program, a Certified Supplier must meet the requirements contained in Section V - Certified Supplier Registration and Participation Requirements, must have submitted a TSA Designation form to the Company, and must, where applicable, have the appropriate rates in production within the Company's billing system, as described in Section X - Billing Services and Obligations. Aggregators or governmental aggregators must either become a Certified Supplier as described above or must act through a Certified Supplier.

### **7.2. Percentage of Income Payment Plan (PIPP) Customers**

In the event the Director of the Ohio Department of Development (ODOD) aggregates PIPP customers for the purpose of competitively auctioning the supply of Competitive Retail Electric Service, such customers will receive their Commodity service from the successful bidder. In this event, PIPP customers would not be eligible to select another Certified Supplier or to opt out of the Customer Choice Program, as ODOD would mandate the source of electric Commodity for these customers.

### **7.3. Pre-Enrollment End-use Customer Information List**

- a) Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list. The supplier will pay the Company \$150.00 for providing the list to the supplier.
- b) The Company will offer the End-use Customer information list beginning on October 1, 2000 with updates available quarterly throughout the Market Development Period. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but suppliers shall not be required to purchase subsequent lists.
- c) The Company will provide End-use Customers the option to have all the End-use Customer's information listed in the section below removed from the End-use Customer information list. At the same time, the Company will also provide End-use Customers the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. The End-use Customer will be provided written notice of his or her options quarterly throughout the Market Development Period and prior to the distribution of the first list.
- d) The following information will be provided on the End-use Customer information list for each End-use Customer who has not requested that all information be removed from this list:
  - i) End-use Customer name
  - ii) Service Address
  - iii) Service City
  - iv) Service State and Zip Code
  - v) Mailing Address
  - vi) Mailing City
  - vii) Mailing State and Zip Code
  - viii) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
  - ix) Rider (if applicable)
  - x) Load Profile Reference Category

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**SECTION VII**  
**END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

- xi) Meter Type (will provide information that is readily available)
    - xii) Interval Meter data indicator (will provide information that is readily available)
    - xiii) Budget Bill/PIPP indicator
    - xiv) Meter Read Cycle
    - xv) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available)
  - e) The Company will provide the End-use Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. End-use Customers participating in the percentage of income payment plan (PIPP) program will be served exclusively through the PIPP program administered by the Ohio Department of Development.
- 7.4. Certified Supplier Requests for End-use Customer Information
- a) Certified Suppliers may request historical Interval Meter data through a DASR after receiving the appropriate End-use Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The Certified Supplier will be responsible for the incremental costs incurred to prepare and send such data. The charges for these services are listed in this tariff.
  - b) Generic End-use Customer information will be readily available on a designated web site.
  - c) For End-use Customer specific information and to decrease the possibility of End-use Customer "slamming", the Certified Suppliers must obtain, and maintain in their files, End-use Customer authorizations, as dictated by Commission rules, which authorize the release of the End-use Customer's historical usage data. These authorizations must be made available to the Company, upon request, within three (3) business days and must be retained by the Certified Supplier for a period not less than two calendar years after the calendar year in which received.
  - d) Specific End-use Customer information will include twelve (12) months of historical data (if available) including monthly kWh usage, Meter Read Dates, and associated monthly maximum demand history, if applicable.
- 7.5. Direct Access Service Requests (DASRs)
- a) Enrollment of individual End-use Customers, including individual End-use Customers participating in an aggregation or governmental aggregation program, is done through a DASR for each service account, which may be submitted only by Certified Suppliers.
  - b) Certified Suppliers may begin to submit enrollment DASRs on November 20, 2000.
  - c) Enrollment DASRs received November 20, 2000 through December 23, 2000 will be effective on the End-use Customer's January Meter Read Date. Starting December 24, 2000, enrollment DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date.
  - d) Enrollment DASRs will be effective according to the following schedule:

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**SECTION VII**  
**END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

- i) If an enrollment DASR is received twelve (12) or more days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the next regularly scheduled Meter Read Date.
  - ii) If an enrollment DASR is received less than twelve (12) days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the second regularly scheduled Meter Read Date after the enrollment DASR is received.
  - iii) If an enrollment DASR is currently pending, and another enrollment DASR is received, the first enrollment DASR will be effective and the second enrollment DASR will be rejected. There cannot be two pending enrollment DASRs for the same account at the same time.
- e) The Company will process all valid DASRs within one (1) business day and send the End-use Customer confirmation within two (2) business days. The Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall also be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection.
- f) The Company shall provide a rescission period as provided by the Commission's rules. If the End-use Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of End-use Customer rescission, the previous Certified Supplier will continue to serve the End-use Customer under the same terms and conditions.
- g) Enrollments will be processed on a "first in" priority basis based on the received date, using contract date as the tiebreaker. If the contract date is the same, enrollments will be processed "first in" based on when the enrollment was electronically received by the Company.
- h) To participate in the Customer Choice Program, an End-use Customer must have an active electric service account with the Company. After the electric service account is active, a Certified Supplier may submit a DASR as described herein.
- i) If an enrollment DASR for an End-use Customer's active electric service account is submitted for Company Consolidated and Rate Ready or Bill Ready Billing and the Certified Supplier is participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the DASR if the Company's account with the End-use Customer has an arrears of 30 days or more totaling \$50.00 or more. (N)
- j) If an enrollment DASR for an End-use Customer's electric service account actively enrolled with a Certified Supplier and billed on Company Consolidated and Rate Ready or Bill Ready Billing is submitted by another Certified Supplier for Company Consolidated and Rate Ready or Bill Ready Billing and both Certified Suppliers are participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the DASR if the account has an arrears of 60 days or more for Certified Supplier charges. (N)
- k) If an enrollment DASR for an End-use Customer's active electric service account is submitted for Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's summary billing program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs, which will occur by July 1, 2002. Prior to July 1, 2002, in order for an enrollment DASR to be accepted for a summary billing account, the Certified Supplier must submit the DASR with a billing option for either Certified Supplier billing or Company Consolidated and Rate Ready Billing. (N)

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**SECTION VII**  
**END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

- l) If an enrollment DASR for an End-use Customer's active electric service account is submitted for Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's adjusted due date program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs, which will occur by November 1, 2002. Prior to November 1, 2002, in order for an enrollment DASR to be accepted for an account with an adjusted due date, the Certified Supplier must submit the DASR with a billing option for either Certified Supplier billing or Company Consolidated and Rate Ready Billing.
- m) The Certified Supplier must submit a TSA Designation Agreement executed by an eligible TSA prior to an enrollment DASR being accepted.
- n) For Consolidated Rate-Ready Company Billing, the Certified Supplier's rates must be in production before a DASR will be accepted.
- o) A separate DASR must be submitted for each service account.
- p) If a Certified Supplier has reached its participation limit as described in Section VI - Credit Requirements, additional enrollment DASRs from the Certified Supplier will be rejected and returned to the Certified Supplier until the Company approves additional credit enhancements.
- q) The Certified Supplier will be responsible for paying any Charge for a successfully processed enrollment DASR, except that the Company shall waive the switching fee for the first 20% of residential End-use Customers that switch to a Certified Supplier during the Market Development Period.

(N)

**7.6. Communications from the Company to the End-use Customer**

- a) Upon confirmation of a valid Enrollment DASR from a Certified Supplier, the Company will mail the End-use Customer a confirmation notice within one (1) business day after confirmation.
- b) Upon confirmation of a valid Drop DASR from a Certified Supplier, the Company will mail the End-use Customer a confirmation notice within one (1) business day after confirmation.
- c) Within one (1) business day after receiving an End-use Customer's request to rescind an enrollment, the Company will initiate the rescission and mail the End-use Customer confirmation that such action has been taken.

**7.7. End-use Customer Return to Standard Offer Rate**

- a) An End-use Customer's return to Standard Offer Rate may be a result of End-use Customer choice, the Company's choice when an End-use Customer has an arrears of 60 days or more for Certified Supplier charges on an account billed on Company Consolidated Billing and served by a Certified Supplier participating in the Company's Purchase of Accounts Receivable (PAR) Program, Certified Supplier default, termination of a Certified Supplier contract, opt out or termination of a governmental aggregation program, or Certified Supplier withdrawal.
- b) An End-use Customer may contact the Company to return to the Company's Standard Offer Rate. The return to the Standard Offer Rate shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission's rules. Provided the End-use Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the Standard Offer Rate twelve (12) calendar days prior to the next regularly scheduled Meter Read Date, the End-use Customer will be returned to the Standard Offer Rate on the next regularly scheduled Meter Read Date.

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**SECTION VII**  
**END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

c) Residential End-use Customers

- i) Residential End-use Customers will not be subject to a minimum stay until January 1, 2002.
- ii) Beginning May 16, 2002 and throughout the Market Development Period, if a Residential End-use Customer is on the Standard Offer Rate for any part of the period May 16 through September 15 (the stay out period), that Residential End-use Customer must remain on the Standard Offer Rate until the following May 15.

Provided that:

- 1) Residential End-use Customers may switch at any time if the Residential End-use Customer has not previously switched.
  - 2) Following the stay out period through the following May 15, returning Residential End-use Customers may switch to another Certified Supplier or elect service under Rider AG, Optional Alternative Generation Service, at any time for the remainder of the Market Development Period; however, if the Residential End-use Customer returns again to the Standard Offer Rate, the Residential End-use Customer has the option of the minimum stay requirements or Rider AG, Optional Alternative Generation Service.
- iii) If a Residential End-use Customer's Certified Supplier defaults or the Residential End-use Customer opts out of a governmental aggregation program, the Residential End-use Customer will return to the Company's Standard Offer Rate and may switch to another Certified Supplier at any time. A Residential End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out" decision so the Company is aware that the Residential End-use Customer should not be subject to the minimum stay requirement.
  - iv) To avoid the above minimum stay requirement, Residential End-use Customers may select the Company's Rider AG, Optional Alternative Generation Service. Rider AG, Optional Alternative Generation Service allows Residential End-use Customers a minimum stay of one (1) billing cycle and contains market based rates. Market rates are based on the next month NYMEX Cinergetics futures contract price, as of the fourth business day prior to the end of the current calendar month, adjusted for load factor and line losses or another publicly available index price, adjusted for load factor and line losses. In no event shall the market based price be below the Standard Offer Rate.

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**END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

The Residential End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Residential End-use Customer to the Company. The letter will state (1) the date by which the Residential End-use Customer must choose Rider AG, Optional Alternative Generation Service, which is an alternative to the minimum stay period; (2) the Residential End-use Customer will return to the Company's Standard Offer Rate if the Residential End-use Customer does not choose Rider AG, Optional Alternative Generation Service; and (3) the minimum stay period during which the Residential End-use Customer will be ineligible to switch if the Residential End-use Customer returns to the Standard Offer Rate. If a Residential End-use Customer returns to the Company, the Residential End-use Customer, absent an affirmative action, is placed on the Standard Offer Rate. The Residential End-use Customer has until twelve (12) calendar days before their first meter read after their return to the Company to choose the Company's service under Rider AG, Optional Alternative Generation Service. A returning Residential End-use Customer who does not make such selection between service under Rider AG, Optional Alternative Generation Service or the Standard Offer Rate will remain on the Standard Offer Rate and be subject to the above minimum stay requirements.

The above process provides the Residential End-use Customer with more than the minimum required fourteen (14) days notice before the Residential End-use Customer would be subject to a minimum stay. A returning Residential End-use Customer who chooses Rider AG, Optional Alternative Generation Service in the appropriate time frame will be billed under Rider AG, Optional Alternative Generation Service from the time of their initial return until the Residential End-use Customer selects either a Certified Supplier or the Standard Offer Rate.

d) Small Commercial and Industrial End-use Customers

- i) Small Commercial and Industrial End-use Customers will be subject to a minimum stay beginning January 1, 2002.
- ii) Beginning May 16, 2002 and throughout the Market Development Period, if a Small Commercial and Industrial End-use Customer is on the Standard Offer Rate for any part of the period May 16 through September 15 (the stay out period), that Small Commercial and Industrial End-use Customer must remain on the Standard Offer Rate until the following May 15.

Provided that:

- 1) Small Commercial and Industrial End-use Customers may switch at any time if the Small Commercial and Industrial End-use Customer has not previously switched.
- 2) Following the stay out period through the following May 15, returning Small Commercial and Industrial End-use Customers may switch to another Certified Supplier or elect service under Rider AG, Optional Alternative Generation Service, at any time for the remainder of the Market Development Period; however, if the Small Commercial and Industrial End-use Customer returns again to the Standard Offer Rate, the Small Commercial and Industrial End-use Customer has the option of the minimum stay requirements or Rider AG, Optional Alternative Generation Service.

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**SECTION VII**  
**END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

- iii) If a Small Commercial and Industrial End-use Customer's Certified Supplier defaults or the Small Commercial and Industrial End-use Customer opts out of a governmental aggregation program, the Small Commercial and Industrial End-use Customer will return to the Company's Standard Offer Rate and may switch to another Certified Supplier at any time. A Small Commercial and Industrial End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out" decision so the Company is aware that the Small Commercial and Industrial End-use Customer should not be subject to the minimum stay requirement.

- iv) To avoid the above minimum stay requirement, Small Commercial and Industrial Customers may select the Company's Rider AG, Optional Alternative Generation Service. Rider AG, Optional Alternative Generation Service allows Small Commercial and Industrial Customers a minimum stay of one (1) billing cycle and contains market rates. Market rates based on the next month NYMEX Cinergy futures contract price, as of the fourth business day prior to the end of the current calendar month, adjusted for load factor and line losses or another publicly available index price, adjusted for load factor and line losses. In no event shall the market based price be below the Standard Offer Rate.

If a Small Commercial and Industrial Customer returns to the Company, the Small Commercial and Industrial Customer, absent an affirmative action, is placed on the Standard Offer Rate. The Small Commercial and Industrial End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Small Commercial and Industrial End-use Customer to the Company. The letter will state (1) the date by which the Small Commercial and Industrial End-use Customer must choose Rider AG, Optional Alternative Generation Service, which is an alternative to the minimum stay period; (2) the Small Commercial and Industrial End-use Customer will return to the Company's Standard Offer Rate if the Small Commercial and Industrial End-use Customer does not choose Rider AG, Optional Alternative Generation Service; and (3) the minimum stay period during which the Small Commercial and Industrial End-use Customer will be ineligible to switch if the Small Commercial and Industrial End-use Customer returns to the Standard Offer Rate. The Small Commercial and Industrial End-use Customer has until twelve (12) calendar days before its first meter read after its return to the Company to choose the Company's Rider AG, Optional Alternative Generation Service.

The above process provides the Small Commercial and Industrial End-use Customer with more than the minimum fourteen (14) days notice before the Small Commercial and Industrial End-use Customer would be subject to a minimum stay. A returning Small Commercial and Industrial Customer who does not make such selection between Rider AG, Optional Alternative Generation Service or the Standard Offer Rate will remain on the Standard Offer Rate and be subject to the above minimum stay requirements. A returning Small Commercial and Industrial Customer who chooses Rider AG, Optional Alternative Generation Service in the appropriate time frame will be billed under Rider AG, Optional Alternative Generation Service from the time of its initial return until the Small Commercial and Industrial Customer selects either a Certified Supplier or the Standard Offer Rate.

e) Large Commercial and Industrial End-use Customers

- i) Beginning January 1, 2001, Large Commercial and Industrial Customers returning to the Standard Offer Rate must remain on the Standard Offer Rate for a period of not less than 12 consecutive Billing Cycles.

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**SECTION VII**  
**END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

- ii) The Company offers an exit fee for Large Commercial and Industrial End-use Customers to switch from the Company before the end of the Company's minimum stay requirement. The exit fee, that may vary based on the Large Commercial and Industrial End-use Customer size or rate class, will be offered to allow the Large Commercial and Industrial End-use Customer to avoid meeting the minimum stay requirement. The formula for the exit fee is contained in the Service Regulations in the P.U.C.O. Electric No. 19. Large Commercial and Industrial End-use Customers must provide prior notification to the Company before returning to the Company's Standard Offer Rate.
- iii) Notification Periods for Large Commercial and Industrial End-use Customers
  - 1) Large Commercial and Industrial End-use Customers are subject to a ninety (90) day notification period before returning to the Company's Standard Offer Rate between May 1 and October 31.
  - 2) Large Commercial and Industrial End-use Customers are subject to a minimum of sixty (60) days notification period before returning to the Company's Standard Offer Rate between November 1 and April 30.
  - 3) Large Commercial and Industrial End-use Customers returning to the Company's Standard Offer Rate without 60 or 90 days prior notice (whichever is applicable) will be assessed a charge of \$10/kW, based on peak kW demand during the three (3) Billing Cycles subsequent to their return.
- iv) If a Large Commercial and Industrial End-use Customer's Certified Supplier defaults or the Large Commercial and Industrial End-use Customer opts out of a governmental aggregation program, the Large Commercial and Industrial End-use Customer will return to the Company's Standard Offer Rate and may switch to another Certified Supplier at any time. A Large Commercial and Industrial End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out" decision so the Company is aware that the Large Commercial and Industrial End-use Customer should not be subject to the minimum stay requirement.
- v) Large Commercial and Industrial End-use Customers that receive the lower shopping credit will have seven (7) days from the date of the postmark of the confirmation notice to notify the Company, in writing, that the Large Commercial and Industrial End-use Customer chooses to rescind the enrollment due to a conditional contract with the Certified Supplier that is conditional on receiving the higher shopping credit. If the Large Commercial and Industrial End-use Customer fails to notify the Company during the seven (7) day period, then the Company shall deem the enrollment to be final. The Company's switching practices, including the ability to rescind, have no effect on the contractual obligations existing between the Certified Supplier and the End-use Customer. Any disputes arising between the Certified Supplier and the End-use Customer regarding any provision of the contract must be resolved between the Certified Supplier and the End-use Customer.

**7.8. Dispute Resolution**

Any disputes concerning an End-use Customer's selection of a Certified Supplier that cannot be resolved among the End-use Customer and the affected Certified Suppliers may be directed to the Public Interest Center of the Commission by any of the parties involved.

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**SECTION VIII**  
**END-USE CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION**

8.1. End-use Customer Requests for Program Information and/or Usage Data

- a) Upon request, End-use Customers will be sent an information package containing a summary of the program and a current list of Certified Suppliers, which will be sent to the End-use Customer's service or mailing address.
- b) The list of Certified Suppliers will be provided to any End-use Customer upon request, all new End-use Customers, any End-use Customer returning to the Standard Offer Rate, all End-use Customers prior to initiation of competition and quarterly for the remainder of the Market Development Period.
- c) The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll End-use Customers in the Company's service territory and, until March 1, 2001, suppliers who have a registration pending with the Company. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.
- d) End-use Customers may contact the Company and request their twelve (12) month usage data, which will be sent to the End-use Customer's service or mailing address.

8.2. End-use Customer Inquiries Concerning Billing-Related Issues

- a) End-use Customer inquiries concerning the Company's charges or services should be directed to the Company.
- b) End-use Customer inquiries concerning the Certified Supplier's charges or services should be directed to the Certified Supplier.

8.3. End-use Customer Inquiries Related to Emergency Situations and Outages

- a) The Company will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. End-use Customers contacting the Certified Supplier with such inquiries should be referred directly to the Company.
- b) It may be necessary for the Company to curtail or shed End-use Customer load at the request of the Cinergy Control Area Operator, or as otherwise provided by Commission approved tariffs. In such cases, the Company will follow the provisions of its Energy Emergency Rules contained in the Company's Retail Tariff.

**SECTION IX  
METERING SERVICES AND OBLIGATIONS**

9.1. Equipment Standards

Statewide rules for metering as adopted by the Commission will apply to all equipment standards within the Company's service territory and may be supplemented by the Company's metering standards.

9.2. Meter Ownership and Maintenance

The Company will own, furnish, install, program, calibrate, test and maintain all meters and all associated equipment used for retail billing and settlement purposes in the Company's service area.

9.3. Meter Requirements

- a) Interval Meters will be required for End-use Customers who select a Certified Supplier and have a maximum annual peak demand greater than or equal to 100 kW for the most recent twelve (12) month period.
- b) The End-use Customer or Certified Supplier may request an Interval Meter for use at any account below the interval meter threshold.
- c) The Company may require Interval Metering, at the Company's expense, for other End-use Customers based on a review of the End-use Customer's rate schedule, billing history and class Load Profile information. If installed, the Interval Meter will be used for retail billing and settlement purposes.
- d) The End-use Customer will be responsible for providing a Communication Link to an Interval Meter per Company specifications. The Company will be allowed access to the Communication Link for meter interrogation. The requested interval meters will be used for retail billing and settlement purposes.

9.4. Interval Meter Charges and Installation Process

a) Charges

The End-use Customer shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering. The charges for an Interval Meter will be at the tariffed rate, which may be paid over a period not to exceed twenty-four (24) months. Title to the interval meter shall remain with the Company.

The End-use Customer or the End-use Customer's Certified Supplier may select a meter from the Company's approved equipment list. The End-use Customer or its Certified Supplier may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The End-use Customer is responsible for providing the Communication Link for purposes of reading the meter.

The End-use Customer must approve a work order for an Interval meter installation before it can be served by a Certified Supplier. For End-use Customers who will have an Interval Meter installed for the requested service, service may begin, assuming the Company has an approved work order for the interval meter installation. A Company load profile will be used for settlement. Consumption meter reads will continue to be used for billing. This will be the approach during the period between the End-use Customer's request for an Interval Meter and the Company's installation of such a meter.

**SECTION IX  
METERING SERVICES AND OBLIGATIONS (Contd.)**

If the Company cannot gain access to the meter installation, the Communication Link is not installed, or the Communication Link is not working properly, the Company may charge the End-use Customer for any additional trips to the meter site.

9.5. Meter Reading

a) Regular Cycled Meter Reads

The Company will continue to read all meters in its service territory in accordance with the regularly scheduled Billing Cycles and off-schedule when the Company deems a read necessary. End-use Customers must provide access to the meters for the Company to obtain meter readings.

b) Estimated Reads

The Company will estimate the usage, if metered data is lost due to failure of, or damage to, the metering equipment. Reads may also be estimated in the case of inclement weather, inaccessibility, etc.

c) Special Meter Reads

The Company will provide special meter reads as requested by Certified Suppliers. The Charges for these meter reads are specified in the Certified Supplier Meter Service Charges.

d) Meter Testing

The Company will provide meter testing as requested by Certified Suppliers. The Charges for meter testing are specified in the Certified Supplier Meter Service Charges.

e) End-use Customer Meter Reads

Residential End-use Customers may read the Company's meters and forward the meter reading information to the Company by phone, mail, or fax. In the future, the Company may accept this information over the Internet. While residential End-use Customer reads are acceptable, End-use Customers must grant the Company access to the meters as specified by the Ohio Administrative Code.



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**SECTION X**  
**BILLING SERVICES AND OBLIGATIONS**

10.1. Billing Options

A Certified Supplier must select one of the following billing options for each of its End-use Customers: (1) separate billing by the Company and the Certified Supplier, (2) Company Consolidated and Rate Ready Billing, or (3) Company Consolidated and Bill Ready Billing. The billing option must be selected when the enrollment DASR is submitted to the Company. If the Company inaccurately applies the usage information to the rates approved by the Certified Supplier for Company Consolidated and Rate Ready Billing, the Certified Supplier shall notify the Company immediately and the Company shall make a correction in a succeeding billing period. The Certified Supplier is responsible for receiving and resolving all End-use Customer rate disputes involving charges for services received from the Certified Supplier. (T)

If a change DASR for an End-use Customer's electric service account actively enrolled with a Certified Supplier is submitted to change the billing option from Certified Supplier billing or from Company Consolidated and Rate Ready Billing to Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's summary billing program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs, which will occur by July 1, 2002. Prior to July 1, 2002 in order for a billing option change DASR to be accepted for this situation, the change submitted must be from Certified Supplier billing to Company Consolidated and Rate Ready Billing or from Company Consolidated and Rate Ready Billing to Certified Supplier billing. (N)

If a change DASR for an End-use Customer's electric service account actively enrolled with a Certified Supplier is submitted to change the billing option from Certified Supplier billing or from Company Consolidated and Rate Ready Billing to Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's adjusted due date program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs, which will occur by November 1, 2002. Prior to November 1, 2002, in order for a billing option change DASR to be accepted for this situation, the change submitted must be from Certified Supplier billing to Company Consolidated and Rate Ready Billing or from Company Consolidated and Rate Ready Billing to Certified Supplier billing. (N)

10.2. Billing Cycle

Current Company practice is to render bills regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.

10.3. Generation Resource Mix

Certified Suppliers are responsible for providing a Generation Resource Mix statement to their own End-use Customers in accordance with Commission requirements.

10.4. Transmitting of Meter Reading Information

The Company will transmit meter reading information electronically to each Certified Supplier for each of their End-use Customer accounts. Regardless of whether charges are being calculated by the Company or the Certified Supplier, the same meter reading information will be used to bill End-use Customers for the Regulated Utility Charges and the unregulated Commodity charges. (T)

10.5. Setting-Up Certified Suppliers' Rates

Certified Suppliers using the Consolidated and Rate Ready Billing option must furnish specific rate information to the Company via methods defined by the Company. The Certified Supplier will receive the test results after the rate is entered into the billing system and tested. The Certified Supplier will then be required to authorize the Company to begin billing, using the new rate, before enrolling any End-use Customers on that rate.

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**SECTION X**  
**BILLING SERVICES AND OBLIGATIONS (Contd.)**

- a) The Company will provide all Commission certified and Company enrolled Certified Suppliers with system requirements and Record Layouts needed to perform this function.
- b) The Certified Supplier will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the Certified Suppliers' charges.
- c) The approved rate information must be in production within the Company's billing system before any End-use Customers may be enrolled under that rate. In production means installed in the Company's billing system, tested by the Company, test results approved by the Certified Supplier and three (3) business days have elapsed since approval of results.

10.6. Timetable for Setting up Certified Suppliers' Rates

- a) During the initial set-up of rates for the introduction of the Company's Customer Choice Program, the Company will implement and test Certified Supplier rates as soon as practicable.
- b) Following this initial period of introduction of the Company's Customer Choice Program, the Company will have five (5) calendar days to set-up and system test standard rates before sending the tested rates back to the Certified Supplier for approval. The Company defines standard rates as falling into one of four rate types:
  - 1) a Non-volumetric Rate
  - 2) a flat charge per kWh and/or kW
  - 3) a Multi-tiered Rate
  - 4) a Time of Use Rate option
- c) For End-use Customers who have a maximum annual peak demand greater than or equal to 100 kW for the most recent twelve (12) month period, the required interval metering will be used to support the Certified Suppliers' billing options. If an End-use Customer has a maximum annual peak demand less than 100 kW and the Company must install special metering to support a Certified Supplier's billing option, the End-use Customer will be responsible for the incremental costs of upgrading the present meter plus all costs associated with the installation of that metering equipment.
- d) The Company will handle Certified Suppliers' requests for non-standard rates on a case-by-case basis. The Company may not be able to have the non-standard rates set up within five (5) calendar days.
- e) Within three (3) business days after the Company receives the approval of rates from the Certified Supplier, the rates will be placed in production in the Company's billing system and will be available for billing.
- f) When the rates are in the Company's billing system and are available for billing, the Certified Supplier may send an enrollment DASR for accounts it wants to be billed on the new rate.
- g) All DASRs received before the rate is in production will be rejected.

10.7. Electronic Transmission of End-use Customer Billing Data

- a) If the Certified Supplier chooses to have the Company bill for the End-use Customer's electric Commodity usage under the Company Consolidated and Rate Ready Billing option, the Company will provide usage and charges in standard electronic format. (T)
- b) If the Certified Supplier chooses the Company Consolidated and Bill Ready Billing option, the Company will provide usage in a standard electronic format and the Certified Supplier will provide the Company with the Certified Supplier's charges in a standard electronic format. (N)

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**SECTION X**  
**BILLING SERVICES AND OBLIGATIONS (Contd.)**

10.8. Incremental Processing Fees

If the Certified Supplier chooses the Consolidated and Rate Ready Billing option, the Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the Certified Supplier and reviewed and approved by the Company. The Charge for this service is described in Certified Supplier Charges.

10.9 Company Consolidated and Bill Ready Billing

(N)

The following business rules will apply to the Company's Consolidated and Bill Ready Billing Option:

- a) Within three (3) business days of receiving usage information for an account in a standard electronic format from the Company, the Certified Supplier will provide the Company with the Certified Supplier's charges for the account in a standard electronic format for presentation on the Company's current invoice to the End-use Customer.
- b) The charges received from the Certified Supplier by the Company in standard electronic format for each account will contain no more than five (5) charge amounts with five (5) associated charge descriptions.
- c) Charge descriptions will be no longer than thirty-five (35) characters each (including punctuation and spaces), and charge amounts will not exceed fourteen (14) characters each (including spaces, dollar sign, decimal, and, if applicable, negative sign).
- d) If a Certified Supplier submits a charge description(s) longer than thirty-five (35) characters and there are fewer than five (5) charge amounts in the submission for the account, the Company will wrap the charge description(s) to the next thirty-five (35) character line on its invoice and will continue this process up to the point where all charge descriptions submitted for the account do not exceed a total of five (5) lines of thirty-five (35) characters on the Company's invoice. The corresponding charge amounts will appear in a column to the right of where each charge description ends.
- e) If wrapping causes charge descriptions to exceed five (5) lines of thirty-five (35) characters, each charge description will be truncated at thirty-five (35) characters and will be printed on the Company's current invoice with the corresponding charge amount appearing in a column to the right of each charge description.
- f) If a Certified Supplier submits more than five (5) charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
- g) If a Certified Supplier submits a charge description that contains the name "CG&E" or the name of one of the Company's affiliates, the Company will reject the entire submission for the account via a standard electronic format and the Certified Supplier will be in default as described in Section 20.1 herein.
- h) The Company will allow up to eight (8) lines on its invoice to display the details of the Certified Supplier's charges as follows: (N)
  - i) The Company will display the Certified Supplier's name on line 1.
  - ii) The Company will display the date range for the billing period on line 2.
  - iii) The charge descriptions and charge amounts submitted by the Certified Supplier will be displayed on lines 3 thru 7 (provided that all 5 of the lines are necessary).
  - iv) The Company will sum the charge amounts submitted by the Certified Supplier and display the total on line 8 or on the line following the last charge description submitted by the Certified Supplier.

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**SECTION X**  
**BILLING SERVICES AND OBLIGATIONS (Contd.)**

- v) In situations where the Certified Supplier receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges it receives from the Certified Supplier in a standard electronic format. The Company will display the date range and the dollar amount of the cancelled charges, provided that the fourteen (14) character charge amount limit is not exceeded, on an additional line for each month of cancelled charges. The Certified Supplier's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. Certified Suppliers will not include cancelled charges within the same standard electronic transaction where corrected charges are submitted to the Company.
- i) By July 1, 2002, the Company's information system will have the capability to accept from a Certified Supplier in a standard electronic format five (5) charge amounts and the associated five (5) charge descriptions for each electric meter and one (1) charge amount and the associated charge description for each unmetered rate code billed on an account. The business rules above will be adjusted for the additional lines permitted by this enhanced information system capability.
- j) End-use Customer payments for Certified Supplier charges will be remitted by the Company to the appropriate Certified Supplier as described in Section 11.2 herein.
- k) The Certified Supplier will reimburse the Company for the Company's incremental cost associated with each Company Consolidated and Bill Ready bill the Company generates on behalf of the Certified Supplier. The Charges billable to the Certified Supplier for this service are listed on Sheet No. 52 herein.

**10.10. Budget Billing**

The Consolidated Billing options offered by the Company will include budget billing as an End-use Customer elected option.

**10.11. Special Messages**

Rule 4901:1-24-11 mandates that a Certified Supplier must provide notice of abandonment on each billing statement rendered to its End-use Customers beginning at least ninety (90) days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a Certified Supplier, the Company must provide this notice on the billing statement and the Charge for this service is described in the Certified Supplier Charges. The Company is not offering bill memo services for Certified Suppliers in any other instance.

The Company is not required to send bill inserts or add special attachments to the bill format for Certified Suppliers to communicate to End-use Customers. Any other special messages either required by the Commission or elected are the responsibility of the Certified Supplier.

**SECTION XI**  
**END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING**

11.1. Payments

- a) Bills are due on the date indicated thereon as being the last day for payment of the net amount, and the due date shall not be less than twenty-one (21) calendar days after the mailing of the bill or amended Company practice as approved by the Commission.
- b) Payment may be made at any commercial office of the Company or at any Company Authorized Payment Agency.
- c) The Company may require that an End-use Customer who is not creditworthy tender payment by means of a certified or cashier's check, electronic funds transfer, cash or other immediately available funds.

11.2. Payment Processing

- a) The End-use Customer is responsible for payment in full to the Company for all the Company and Certified Supplier charges when the Company performs Consolidated Billing.
- b) The Company will remit all received payments for Certified Supplier charges on the Company's Consolidated Bill to the appropriate Certified Supplier after processing, on a daily basis. The Company will remit payments to Certified Suppliers involved in the Company's Purchase of Accounts Receivable Program as specified by the Account Receivables Purchase Agreement described in Section 11.5 herein. (T)
- c) All End-use Customer charges are grouped into categories and a payment priority is established for each. If a partial payment is received, the Company will apply the following payment priorities classification. Payments will be applied first to prior gas and electric Regulated Utility Charges, second to current gas and electric Regulated Utility Charges, third to prior electric Certified Supplier charges and gas supplier charges (if applicable), fourth to current electric Certified Supplier charges and gas supplier charges (if applicable), and then on a pro-rata basis for non-regulated products and services. When the priority classification is equal, payments will be applied to the oldest receivables first.

11.3. End-use Customers In Arrears

- a) End-use Customer in Arrears for the Company's Regulated Gas and Electric Utility Charges Only

End-use Customers who fail to pay gas and electric Regulated Utility Charges to the Company will be subject to the Company's late payment charge policy and the rules and regulations governing the current credit, collection and disconnection procedures in accordance with Sections, 4901:1-10, 4901:1-17 and 4901:1-18 of the Ohio Administrative Code.

- b) End-use Customers in Arrears to their Certified Supplier

Unless the Certified Supplier has entered into an agreement with the Company for Purchase of Accounts Receivable, the Certified Supplier is ultimately responsible for the collection of such unpaid non-regulated charges regardless of billing option selected for the End-use Customer. However, in the course of following its collection procedures for Regulated Utility Charges, the Company may inform End-use Customers of such arrearages. (T)

- c) End-use Customer in Arrears for the Company's Non-Regulated Products/Services

End-use Customers who fail to pay for the Company's non-regulated products and services will be subject to the Company's current collection procedure which can include a series of letters, retrieval of the product, and discontinuance of the service that is being provided to the End-use Customer.

Filed pursuant to an Order dated June 20, 2002 in Case No. 02-291-EL-ATA before the Public Utilities Commission of Ohio.

**SECTION XI**  
**END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING (Contd.)**

- d) Certified Suppliers shall determine their own credit/collection policy.

**11.4. Disconnection of Service**

- a) The Company may disconnect service to an End-use Customer for non-payment of Regulated Utility Charges only in accordance with Sections, 4901:1-10 and 4901:1-18 of the Ohio Administrative Code.
- b) Pursuant to Sections 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, the Company is not permitted to disconnect service to the End-use Customer for nonpayment of Certified Supplier charges. Nor are Certified Suppliers permitted to physically disconnect electric service for nonpayment of the Certified Supplier charges.
- c) If the Company disconnects service to an End-use Customer, the End-use Customer's Certified Supplier will be notified within five (5) business days of processing the disconnect order when the final bill is generated.
- d) If the Company restores the End-use Customer's service under the same account number within the five (5) business day period, no notification to that End-use Customer's Certified Supplier will be given.

**11.5 Transfer of End-use Customer Deposit**

If the Certified Supplier participates in the Company's Purchase of Accounts Receivable program and if the Certified Supplier holds a deposit from the End-use Customer, the Certified Supplier shall retain the deposit until required to refund such deposit to the End-use Customer, except where the Company has notified the Certified Supplier that the End-use Customer is 60 days or more in arrears for Certified Supplier charges that the Company has acquired under the Purchase of Accounts Receivable program. In that case, the Certified Supplier shall transfer the End-use Customer's deposit to the Company within three business days of receipt of such notice, unless the Company's Purchase of Accounts Receivable agreement with the Certified Supplier provides otherwise.

**11.6 Purchase of Accounts Receivable (PAR)**

- a) In order to participate in the Company's Purchase of Accounts Receivable (PAR) Program, a Certified Supplier must first sign an Account Receivables Purchase Agreement with the Company, which may include, but will not be limited to, the following provisions:
- i) Purchase price, procedures, and fees
  - ii) Obligations of the parties
  - iii) Representations and warranties
  - iv) Covenants of Seller
  - v) Conditions Precedent
  - vi) Administration and Collection
  - vii) Termination
  - viii) Indemnification
- b) Prior to the effective date of the Account Receivables Purchase Agreement between the Certified Supplier and the Company, all End-use Customer electric service accounts actively enrolled with the Certified Supplier, billed on Company Consolidated and Rate Ready or Bill Ready Billing, and having arrears of 30 days or more totaling \$50.00 or more must have the billing option changed by the Certified Supplier to Certified Supplier billing, or the Company will return the account to the Company's Standard Offer Rate.

(N)

Filed pursuant to an Order dated June 20, 2002 in Case No. 02-291-EL-ATA before the Public Utilities Commission of Ohio.

**SECTION XI**  
**END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING (Contd.)**

- c) If a change DASR for an End-use Customer electric service account actively enrolled with a Certified Supplier is submitted by the Certified Supplier to change the billing option from Certified Supplier billing to Company Consolidated and Rate Ready or Bill Ready billing and the Certified Supplier is participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the change DASR if the Company's account with the End-use Customer has an arrears of 30 days or more totaling \$50.00 or more.

Filed pursuant to an Order dated June 20, 2002 in Case No. 02-291-EL-ATA before the Public Utilities Commission of Ohio.

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Effective: June 28, 2002

Issued by Gregory C. Ficke, President

**SECTION XII**  
**CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS**

12.1. Billing and Payments

By the tenth (10th) day of each month, the Company shall submit an invoice to the Certified Supplier for all services rendered during the preceding calendar month, as well as any unpaid Charges from prior month invoices, including late payment Charges. The invoice shall be paid within ten calendar days of receipt. All payments shall be made in immediately available funds payable to the Company or via electronic funds transfer.

12.2. Late Payment Charges

Interest on delinquent amounts shall be an amount equal to one and one-half percent (1.5%) of the unpaid balance at the due date calculated monthly.

12.3. Netting of End-use Customer Payments and Certified Supplier Charges Billed by the Company

If the Certified Supplier defaults and the Company is performing Consolidated Billing of End-use Customers for the Certified Supplier, the Company reserves the right to retain the payments collected on behalf of Certified Suppliers and apply the payments to the Company's Charges.



### **SECTION XIII LOAD PROFILING AND FORECASTING**

#### **13.1. Generic Load Profiles**

The Company shall prepare in advance of the calendar year and post on the Company's Certified Supplier web site typical or generic Load Profiles representative of each profile class. The profiles will be average hourly demands by day type (weekday & weekend) for each month of the calendar year.

#### **13.2. Load Profile Updates**

The typical Load Profiles shall be periodically reviewed by the Company for accuracy to ensure they are statistically representative of the profile class and updated as more recent data is collected, processed and analyzed. The Load Profiles will be updated at a minimum on an annual basis.

#### **13.3. Certified Supplier Daily Forecasting Process**

- a) The Certified Supplier or its designated TSA is responsible for preparing its own hourly Load Forecast.
- b) For real-time load following, including End-use Customers having interruptible contracts with their Certified Supplier, a Certified Supplier or its designated TSA will have special obligations with respect to both the Company and its Control Area Operator that must be addressed on an End-use Customer-by-End-use Customer basis to ensure operational integrity. A Certified Supplier or its designated TSA, the Company, and its Control Area Operator shall work cooperatively to address the technical and operational issues posed by real-time load following as the need arises. The loads of End-use Customers using real-time load following will not be incorporated into a Certified Supplier's hourly Load Forecasts except as required for Cinergy Control Area Operation and transmission purposes. A Certified Supplier or its designated TSA shall supply specific information regarding the generation resources committed to following the Certified Supplier's load. If the generation resources are located outside the Cinergy Control Area, the Certified Supplier or its designated TSA must arrange for the cooperative involvement of any other parties necessary to institute such dynamic scheduling.

**SECTION XIV  
LOAD SCHEDULING**

**14.1. Certified Suppliers Using a TSA**

The entity acting as TSA is required to submit daily Schedules as covered in Section 14.4 - Submission of Schedules.

**14.2. Transmission and Distribution Losses**

The hourly Load Forecast shall include Distribution Losses. Transmission losses shall be provided for under the OATT.

**14.3. Whole Megawatts (MWs)**

For any hour when the entity acting as a TSA supplies electric energy to its End-Use Customer it must submit a schedule. Scheduling shall be done in whole MW amounts. Scheduling of ones (1) and zeros (0) will be permitted for loads of less than one (1) MW. All TSAs must follow the required scheduling mechanisms in accordance with the Company's OATT.

**14.4. Submission of Schedules**

Pursuant to the OATT, the entity acting as TSA shall submit daily Schedules, by the time specified in the OATT, one business day before the delivery of power. All Schedules shall be submitted in compliance with NERC tagging guidelines. Schedules may also be communicated to the Cinergy Control Area via a dynamic schedule. Arrangements for dynamic scheduling must be made under a separate agreement with the Cinergy Control Area.

**14.5. Schedule Changes**

Schedule changes may occur as described in business practices posted to Open Access Same-Time Information System, the OATT and NERC policy.

## **SECTION XV RETAIL ENERGY IMBALANCE SERVICE**

### **15.1. General Description**

Energy Imbalance service reconciles differences between a Certified Supplier's or its designated TSA's scheduled delivery of energy (with the Cinergy Control Area Operator-approved load Schedule changes) for serving its End-use Customers and the energy that was actually used by those End-use Customers.

### **15.2 Preliminary Energy Imbalance**

The Company reserves the right to calculate and bill Energy Imbalance on a more frequent, preliminary basis, if prudent business practice dictates such action. In this scenario, actual weather and the Company system load will be used to Backcast the estimated load for each entity acting as TSA. The comparison of this Backcasted load to the energy scheduled to serve that load, as well as dollar calculations, will be performed in the same fashion as for final billing. The final Energy Imbalance calculation, performed after all meter reading data is collected, will then be used to make any necessary adjustments to the amounts billed using the preliminary numbers.

### **15.3. Meter Data Collection**

Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a Certified Supplier's End-use Customers for a particular period. Such collection shall occur at the time of an End-use Customer's monthly meter read. Thus, in order to measure the energy consumed by all End-use Customers on a particular day, at least one month is required for data collection.

### **15.4. Monthly-Metered End-use Customers**

Data from Monthly-Metered End-use Customers is collected in subsets corresponding to End-use Customer Billing Cycles, which close on different days of the month. To reconcile Energy Imbalances on an hourly basis, the Company shall convert such meter data, including estimates, for End-use Customers to the equivalent hourly usage. Metered usage will be applied to customer segment load curves to derive an estimate for the hour-by-hour usage.

### **15.5. Interval-Metered End-use Customers**

Data from Interval Metered End-use Customers will also be collected monthly by the Company on a Billing Cycle basis.

### **15.6. Calculation of Hourly Energy Imbalance**

Energy Imbalance is described in the OATT. In any discrepancy that may arise between this tariff and the OATT, pursuant to R.C. 4928.11, this tariff applies to the extent that such authority is not preempted by Federal law. The following calculations will be used to determine the hourly Energy Imbalance quantities:

**SECTION XV**  
**RETAIL ENERGY IMBALANCE SERVICE (Contd.)**

**Step 1: Determine End-use Customer Hourly Profiles**

Monthly-metered End-use Customers' billed usage (based on actual or estimated meter readings) will be distributed over each hour in the usage period based on each End-use Customer's representative hourly usage curve based on actual data for the usage period, the Company's system load, and data from the appropriate Load Research Meters. The Monthly-Metered End-use Customer's estimated usage by hour will be multiplied by the appropriate loss factor to determine the End-use Customer's gross usage by hour.

Each Interval-metered End-use Customer's hourly usage will be multiplied by a loss factor to determine the End-use Customer's gross usage by hour.

**Step 2: Aggregate Profiles**

The gross hourly usage quantity for Monthly-metered, and Interval-metered End-use Customers will be aggregated by the Company to arrive at a total gross End-use Customer usage quantity by hour for each Certified Supplier which is then aggregated to each entity acting as TSA.

**Step 3: Allocate Unaccounted for Energy to Profiles**

The gross hourly loads for the Certified Suppliers and the Company for Interval-metered and Monthly-metered End-use Customers will be provided to the Cinergy Control Area. The Cinergy Control Area will compare the aggregate of the Certified Suppliers' and Company's profiled loads to the Company's metered system load for each hour.

Any differences will be allocated to the Certified Suppliers' and Company's aggregate loads based on a ratio of each load to the total profiled load of the Certified Suppliers and the Company on an hourly basis. The Certified Supplier differences will then be aggregated up to the TSA level.

**Step 4: Calculate Energy Imbalances**

Hourly Energy Imbalances are calculated for each TSA's Scheduled energy delivery. For each entity acting as TSA, the aggregated hourly load calculated in Step 1 to Step 3 is subtracted from the TSA's respective energy Schedule(s) for the same hour. The resulting hourly differences are the Energy Imbalances.

**15.7. Energy Imbalance Charges**

- a) In each clock hour, the Company will compare the amount of power scheduled by all Transmission Scheduling Agents (TSA) purchasing OATT Schedule 4R Retail Energy Imbalance Ancillary Service from the Transmission Provider to the amount of power consumed by the Customers of those TSAs, to determine if the net imbalance is under-scheduled or over-scheduled.

**SECTION XV**  
**RETAIL ENERGY IMBALANCE SERVICE (Contd.)**

- b) If the net imbalance of TSAs purchasing Retail Energy Imbalance Service in a given hour is under-scheduled:
  - i) TSAs that are under-scheduled in that hour will be assessed the sum of:
    - 1. 100% of the Transmission Provider's Incremental Cost during that hour, times the number of megawatts it was under-scheduled for megawatts within a bandwidth which is:
      - a. the greater of 15% or two megawatts for January through December, 2001,
      - b. the greater of 10% or two megawatts for January through December, 2002,
      - c. the greater of 6% or 1 megawatt thereafter; and
    - 2. 110% of the Transmission Provider's Incremental Cost during that hour, times the number of megawatts it was under-scheduled for megawatts outside the bandwidth.
  - ii) TSAs that are over-scheduled in that hour will be credited the sum of:
    - 1. 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was over-scheduled for megawatts within the bandwidth; and
    - 2. 90% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was over-scheduled for megawatts outside the bandwidth.
- c) If the net imbalance of TSAs purchasing Retail Energy Imbalance Service in a given hour is over-scheduled, energy imbalances will be cashed out by individual TSA depending on whether the TSA is under or over-scheduled in that hour.
  - i) A TSA that is under-scheduled during that hour will be assessed the sum of:
    - 1. 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was under-scheduled for megawatts within the bandwidth; and
    - 2. 110% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was under-scheduled for megawatts outside the bandwidth.
  - ii) The Over Schedule Fund is made up of the following:
    - 1. 100% of Transmission Provider's Incremental Cost times the megawatts that were under-scheduled by TSAs during the hour, and
    - 2. 90% of avoided generation costs that the Company avoided to balance the system in that hour.
  - iii) A TSA that is over-scheduled during that hour will be credited with the sum of:
    - 1. 100% of the average rate of the Over Schedule Fund, times the number of megawatts it was over-scheduled within the bandwidth.
    - 2. 90% of the average rate of the Over Schedule Fund, times the number of megawatts it was over-scheduled outside the bandwidth.

**SECTION XV**  
**RETAIL ENERGY IMBALANCE SERVICE (Contd.)**

- d) If the net imbalance of TSAs purchasing Retail Energy Imbalance Service in a given hour is zero, energy imbalances will be cashed out by individual TSA depending on whether the TSA is under- or over-scheduled in that hour. A TSA that is under-scheduled during that hour will be assessed 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was under-scheduled. A TSA that is over-scheduled during that hour will be credited 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was over-scheduled.
- e) Transmission Provider's Incremental Cost shall mean out-of-pocket costs, measured in dollars per megawatt-hour, associated with producing the highest cost MWh of energy on the Transmission Provider's system in a given hour, whether that energy is produced by generation owned or under contract to the Transmission Provider, purchased from a third party or sold to a third party.
- f) Energy Imbalance Service is intended to be used by TSAs when a good faith attempt to schedule power to meet the requirements of the TSA's customers results in a difference between scheduled power and Customer load in any given hour. In no event is Energy Imbalance Service intended to provide TSAs with an alternative power supply option to meet the load of retail customers in the Company's control area. Any TSA found to be misusing Energy Imbalance Service (i.e., underscheduling or overscheduling power on a consistent basis) will be subject to the default provisions set forth in this tariff and may result in Commission revocation of the supplier's certification to provide competitive retail generation service in the State of Ohio.

**15.8. Monthly Settlement**

Energy Imbalances will be calculated and settled within sixty (60) days after the end of a calendar month, unless otherwise stated in accordance with the Company's OATT.

**SECTION XVI  
TRANSMISSION SCHEDULING AGENTS**

16.1. Participation through a Transmission Scheduling Agent

If a Certified Supplier is not eligible to be a Transmission Customer or chooses not to interact directly with the Transmission Provider for scheduling purposes, the Certified Supplier shall enter into a business arrangement with another party that will act as a Transmission Scheduling Agent for that Certified Supplier. All actions of the TSA that relate to one of its Certified Suppliers are binding on, and attributable to, said Certified Supplier.

16.2. Designation or Change of a Transmission Scheduling Agent

To designate or change a TSA, a Certified Supplier must provide the Company a completed TSA Designation Agreement fully executed by the Certified Supplier, the TSA, and the Company. The Company will process TSA Designation Agreements as quickly as practicable but in no event in less than five (5) business days. A Certified Supplier may only designate one TSA at a time. Nothing in this Tariff shall prohibit the TSA from transacting with multiple generation sources.

16.3. Scheduling and Settlement through a Transmission Scheduling Agent

Certified Suppliers using a TSA can neither submit Schedules, nor can those Certified Suppliers propose Schedule changes. The TSA is responsible for submitting all Schedules and changes. The TSA shall be the sole point of contact with the Cinergy Control Area in regards to all scheduling and settlement activities.

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Issued: December 13, 2000

Effective: February 2, 2001

Issued by J. Joseph Hale, Jr., President

**SECTION XVII  
CONFIDENTIALITY OF INFORMATION**

**17.1. Generally**

All confidential or proprietary information made available by one party to the other in connection with the registration by a supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

**17.2. Disclosure of Confidential Information**

The Certified Supplier shall keep all End-use Customer-specific information supplied by the Company confidential unless the Certified Supplier has the End-use Customer's written authorization to do otherwise.

**17.3. Use of Confidential Information**

Nothing contained herein shall preclude any disclosure required by any state or federal administrative, judicial, legislative or regulatory entity; provided, however, the disclosing party will immediately advise the other party that the disclosing party has been asked to make the required disclosure to allow the other party to file a timely objection; and provided further, however, the disclosing party shall not be required to delay disclosure while the other party objects if such delay would subject the disclosing party to sanctions.

**17.4. Exclusive Property**

All Information shall be and remain the exclusive property of the Company and none shall be kept by the Certified Supplier. The Certified Supplier agrees promptly to deliver such information to the Company upon (i) the completion of the Certified Supplier's activities associated with the End-use Customer or (ii) the request of the Company, whichever occurs first. All copies of the Information, all written data, information, notes, memoranda, records, and reports of any kind relating to the Information or the subject matter of this Confidentiality of Information Service Regulation, based on and derived therefrom, shall be destroyed by the Certified Supplier, and such destruction shall be certified to by an officer of the Certified Supplier.

**17.5. Breach of Confidentiality**

If either the Certified Supplier or the Company shall breach this Confidentiality of Information Service Regulation, or in the event that such breach is shown to be an imminent possibility, the non-breaching party shall be entitled to seek all legal and equitable remedies afforded to it by law.

**17.6. Rights of the Parties**

No license to any patents or other intellectual property of either party is granted by the Company by providing the confidential information to the Certified Supplier.



**SECTION XVII**  
**CONFIDENTIALITY OF INFORMATION (Contd.)**

17.7. Applicability

This confidentiality provision shall be binding upon the Certified Supplier, its designated TSA and the Certified Supplier's legal representatives, successors, and assigns.

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**SECTION XVIII**  
**VOLUNTARY WITHDRAWAL BY A CERTIFIED SUPPLIER**  
**FROM THE CUSTOMER CHOICE PROGRAM**

18.1. Notice of Voluntary Withdrawal to the Company

A Certified Supplier shall provide electronic notice to the Company, in a form specified by the Company, of withdrawal by the Certified Supplier from retail service in a manner consistent with the Commission's rules. Written notice of a Certified Supplier's intent to withdrawal must be provided by the Certified Supplier to the Company ninety (90) days prior to such withdrawal.

18.2. Notice to End-use Customers

A Certified Supplier shall provide notice to its End-use Customers of withdrawal from retail service in accordance with the Commission's rules. A Certified Supplier must provide written notice of its intent to abandon service to its End-use Customers on each billing statement rendered to its End-use Customers beginning at least ninety (90) days prior to such abandonment and on all subsequent billing statements until the service is abandoned.

18.3. Costs for Noncompliance

A Certified Supplier that voluntarily withdraws from the Customer Choice Program and fails to provide at least ninety (90) calendar days written notice to the Company of said withdrawal shall be in default as described in Section XX herein.

18.4. Breach of Contract

The Certified Supplier, and not the Company, is solely responsible to its End-use Customers for any breach caused by the Certified Supplier's default or voluntary withdrawal from the Customer Choice Program.

## **SECTION XIX LIABILITY**

### **19.1. General Limitation on Liability**

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a Certified Supplier toward an interconnection point with the Control Area. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to the End-use Customers receiving Competitive Retail Electric Service as to those receiving electric energy and capacity from the Company.

### **19.2. Limitation on Liability for Service Interruptions and Variations**

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements to any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

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**SECTION XX**  
**DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER**

20.1 Default

A Certified Supplier is in default of its obligations under the Company's Customer Choice Program if any of the following occur:

- a) Notice is received that the Certified Supplier/TSA relationship is terminated and either (1) the Certified Supplier fails to designate a new TSA within five (5) business days or (2) the new entity acting as TSA fails to begin scheduling power within ten (10) business days of such new designation;
- b) the Certified Supplier fails to fully pay an invoice from the Company within three (3) business days following the due date of the invoice;
- c) the Certified Supplier's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request;
- d) the Commission has de-certified the Certified Supplier or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program;
- e) the Certified Supplier's action or inaction has or will jeopardize the operational integrity, safety or reliability of the Company's transmission or distribution system;
- f) the Certified Supplier/TSA misuses the Retail Energy Imbalance service (i.e. underscheduling or overscheduling on a consistent basis);
- g) the Certified Supplier misuses the Company Consolidated and Bill Ready Billing option by using the name "CG&E" or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner;
- h) the Certified Supplier voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety (90) calendar days notice to the Company or;
- i) the Certified Supplier has filed a voluntary petition in bankruptcy, has had an involuntary petition in bankruptcy filed against it, is insolvent, has had a receiver, liquidator or trustee appointed to take charge of its affairs, or the Certified Supplier's liabilities exceed its assets, or the Certified Supplier is otherwise unable to pay its debts as they become due.

(N)

20.2. Notice of Suspension or Termination

Notwithstanding any other provision of this tariff or the Certified Supplier Service Agreement, in the event of default, the Company shall serve a written notice of such default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Certified Supplier Service Agreement. Except for default due to non-delivery, if the Commission does not act within ten (10) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11<sup>th</sup>) business day. If the default is due to non-delivery, and if the Commission does not act within five (5) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6<sup>th</sup>) business day. Terminations or suspensions shall require authorization from the Commission.

Filed pursuant to an Order dated June 20, 2002 in Case No. 02-291-EL-ATA before the Public Utilities Commission of Ohio.

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Effective: June 28, 2002

Issued by Gregory C. Ficke, President

**SECTION XX**  
**DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER (Contd.)**

The Company shall send notices pursuant to this section by email, fax, overnight mail, or hand delivery to the Commission and staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities Section. The Company shall send the notice to the address and fax number provided by the Certified Supplier in its Certified Supplier Service Agreement.

**20.3. Suspension**

In addition to the possible reasons for suspension stated in Sections 20.1, a Certified Supplier may be suspended from participation in the Company's Customer Choice Program for any of the following reasons:

- a) the Certified Supplier's credit exposure exceeds its credit limit or collateral enhancement by less than 5%, and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request;
- b) the Certified Supplier's parent corporation has filed a voluntary petition in bankruptcy, has had an involuntary petition in bankruptcy filed against it, is insolvent, has had a receiver, liquidator or trustee appointed to take charge of its affairs, or the Certified Supplier's parent corporation's liabilities exceed its assets, or the Certified Supplier's parent corporation is otherwise unable to pay its debts as they become due.

**20.4. Effect of Suspension**

In the event of suspension, the Certified Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer Choice Program. During the period of suspension, the Certified Supplier shall continue to serve its existing End-use customers.

**20.5. Effect of Termination on Certified Supplier's End-use Customers**

In the event of termination, the Certified Supplier's End-use Customers shall be returned to the Company's Standard Offer Rate effective on each End-use Customer's next Meter Read Date after the date of termination.

**20.6. Effect of Termination on Certified Supplier**

- a) The Certified Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program.
- b) During the period of time between the Certified Supplier's termination and the next Meter Read Dates for each of its End-use Customers, the Company shall serve the Certified Supplier's End-use Customers and shall charge the Certified Supplier the Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges. End-use Customers will continue to be billed for charges from their Certified Supplier until the next Meter Read Dates. Beginning with the next Meter Read Dates for each of the Certified Supplier's End-use Customers on the Company's Standard Offer Rate, the Company shall serve the End-use Customers and shall bill the Certified Supplier the Company's incremental cost for serving the load during the first June 1 through August 31<sup>st</sup> period after the Certified Supplier default. Incremental cost is defined as Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges less a credit to the Certified Supplier for the shopping credit no longer being granted to the End-use Customer for this period.
- c) The Company may charge the Certified Supplier for additional costs associated with the default such as:

Filed pursuant to an Order dated June 20, 2002 in Case No. 02-291-EL-ATA before the Public Utilities Commission of Ohio.

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**SECTION XX**  
**DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER (Contd.)**

- 1) Mailings by the Company to the Certified Supplier's End-use Customers to inform them of the withdrawal and their options;
  - 2) Non-standard/manual bill calculations and production performed by the Company;
  - 3) Certified Supplier data transfer responsibilities that must be performed by the Company; and
  - 4) Charges or penalties imposed on the Company, its agents, or other third parties resulting from the Certified Supplier withdrawing early.
- d) The Company may apply all of the Certified Supplier's credit, collateral and charges collected by the Company from End-use Customers against the Company's Charges to the Certified Supplier.

20.7. Survival of Obligations

Suspension or termination of a Certified Supplier for any reason shall not relieve the Company or the Certified Supplier from performing any other obligations under this Certified Supplier Tariff or the Certified Supplier Service Agreement.

**SECTION XXI**  
**ALTERNATIVE DISPUTE RESOLUTION**

21.1. Alternative Dispute Resolution Procedure

Alternative Dispute Resolution shall be offered to both Certified Suppliers and the Company as a means to address disputes and differences between Certified Suppliers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules which provide for the service.

Filed pursuant to an Entry dated November 21, 2000 in Case No. 99-1658-EL-ETP before the Public Utilities Commission of Ohio.

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Issued: December 13, 2000

Effective: February 2, 2001

Issued by J. Joseph Hale, Jr., President

**SECTION XXII  
MISCELLANEOUS**

**22.1. Notices**

Unless otherwise stated herein, any notice contemplated by the Certified Supplier Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Certified Supplier Service Agreement. If given by electronic transmission (including fax, telex, telecopy or Internet email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Certified Supplier may change their representatives for receiving notices contemplated by the Certified Supplier Service Agreement by delivering written notice of their new representatives to the other.

**22.2. No Prejudice of Rights**

The failure by either the Company or the Certified Supplier to enforce any of the terms of the Certified Supplier Tariff or any Certified Supplier Service Agreement shall not be deemed a waiver of the right of either to do so.

**22.3. Assignment**

- a) A Certified Supplier Service Agreement hereunder may not be assigned by the Certified Supplier without (i) any necessary regulatory approval and (ii) the consent of the Company, which consent shall not be unreasonably withheld.
- b) Any assignment occurring hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Certified Supplier Service Agreement.

**22.4. Governing Law**

- a) To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of the Certified Supplier Tariff or any Certified Supplier Service Agreement shall be governed by the laws of the State of Ohio.
- b) The Certified Supplier Tariff or any Certified Supplier Service Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

**22.5. Effect of Future Orders**

If at any time during the term of any Certified Supplier Service Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interests and/or expectations under the Certified Supplier Service Agreement are materially affected by said order, the party so affected shall within thirty (30) calendar days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Certified Supplier Service Agreement. Within thirty (30) calendar days from the receiving party's receipt of said notice, the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) calendar days from the commencement of negotiations, either party may at the close of said thirty (30) calendar day period terminate the Certified Supplier Service Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) calendar days prior written notice to the other party without any liability or responsibility whatsoever except for obligations arising under this tariff.

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Filed pursuant to an Entry dated November 21, 2000 in Case No. 99-1658-EL-ETP before the Public Utilities Commission of Ohio.

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Issued by J. Joseph Hale, Jr., President



# **The Cincinnati Gas & Electric Company**

**Certified Supplier Tariff**

## **Company Office Location**

**139 East Fourth Street**

**Cincinnati, OH 45202**

**Issued: December 13, 2000**

**Effective: February 2, 2001**

**Issued by  
J. Joseph Hale, Jr. - President  
The Cincinnati Gas & Electric Company  
139 East Fourth Street  
Cincinnati, OH 45202**